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## REQUEST FOR PROPOSALS

### TRANSIT DRUG AND ALCOHOL PROGRAM SERVICES

RFP 6-100601LK

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## LIST OF ACRONYMS

<b>MHTC</b>	Missouri Highways and Transportation Commission
<b>MoDOT</b>	Missouri Department of Transportation
<b>RFP</b>	Request for Proposals

## INTRODUCTION

This Request For Proposals (**RFP**) seeks proposals from qualified organizations (**Offeror**) to furnish the described services to the Missouri Highways and Transportation Commission (**MHTC**). One (1) original and five (5) copies of each proposal must be mailed in a sealed envelope to Ms. Leann Kottwitz, General Services Procurement, Missouri Department of Transportation, Post Office Box 270, Jefferson City, Missouri 65102, or hand-delivered in a sealed envelope to the General Services Procurement Office in the Highway and Transportation Building at 1320 Creek Trail Drive, Jefferson City, Missouri 65109. Proposals must be returned to the offices of General Services Procurement, no later than 2:00 p.m., June 1, 2010.

MHTC reserves the right to reject any and all bids for any reason whatsoever. Time is of the essence for responding to the RFP within the submission deadlines.

## PROPOSAL

- (1) The Offeror shall provide a fee proposal to MHTC on the **PRICE PAGE** in accordance with the terms of this RFP.
- (2) The Offeror agrees to provide the services at the fees quoted, under the terms of this RFP.

Authorized Signature of Offeror: \_\_\_\_\_

Date of Proposal: \_\_\_\_\_

Printed or Typed Name: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_

Electronic Mail Address: \_\_\_\_\_

**SECTION (1):  
GENERAL DESCRIPTION AND BACKGROUND**

- (A) **Request for Proposal:** This document constitutes a RFP from qualified organizations to provide Transit Drug and Alcohol Program Services to MHTC and the Missouri Department of Transportation (MoDOT).
- (B) **Background:** The Transit Section, Multimodal Operations Division, of the Missouri Department of Transportation (MoDOT) provides financial and technical assistance for Missouri's rural and urban public transportation providers. Transit grantees and service providers receiving funding through federal financial assistance under the following programs are required to comply with the Federal Transit Administration's (FTA) drug and alcohol program requirements as found in 49 CFR Part 40 and Part 655:

49 USC 5307 – Urban Transit Assistance Program,  
49 USC 5309 – Discretionary Transit Capital Investment Program,  
49 USC 5311 – Nonurban Transit Assistance Program,

Additionally, transit grantees and service providers receiving funding through federal financial assistance under the following programs are required to comply with the federal Drug-Free Work Place Act as found in 49 CFR 29.600:

49 USC 5307 – Urban Transit Assistance Program,  
49 USC 5309 – Discretionary Transit Capital Investment Program,

Since the inception of FTA's 1995 revised drug and alcohol program requirements (formerly found in 49 CFR Parts 653 and 654), MoDOT's Transit Section has worked with local transit providers to lend them technical assistance in meeting their requirements under FTA's drug and alcohol program rules. Due to a lack of uniformity in compliance, transit providers need a statewide consortium-based program that assures they meet all of the federal drug and alcohol program requirements.

The consortium in this proposal would be voluntary for Missouri's 29 rural, two (2) university and seven (7) urban transit providers. MoDOT would expect most all of the 29 rural providers would participate which would involve approximately 750 safety sensitive employees. Approximately five (5) of the urban transit providers would likely participate adding another 125 safety sensitive employees to the pool. All testing and training related services performed under this contract would be billed directly to the transit agencies participating in this consortium. Oversight services, such as on-site inspections, as required, would be billed directly to MoDOT.

- (C) **Fiscal Year:** The fiscal year runs from July 1-June 30.
- (D) **Contract Period:** July 1, 2010 through June 30, 2011.
- (E) **Renewals/Extensions:** The contract shall not bind, not purport to bind, MHTC for any contractual commitment in excess of the original contract period. The MHTC shall have the right, at its sole option, to extend the contract for two (2) additional one-year periods, or a portion thereof. In the event MHTC exercises its options, all terms, conditions, and provisions of the original contract shall remain the same and apply during the extension period. If the options are exercised, the Offeror shall agree the prices stated in the original contract shall not be increased in excess of the renewal periods' pricing, if any, stated on the pricing page of the contract. If the pricing page does not include such renewal prices or if applicable spaces are left blank, are not completed, prices during extension periods shall be the same as during the original contract period. MHTC does not automatically exercise its options based upon the maximum renewal price of increase without documented justification supporting an increase and reserves the right to offer or to request an extension of the contract at a price less than that price derived from the Offeror's renewal amounts.
- (F) **Clarification of Requirements:** Any and all questions regarding specifications, requirements, competitive procurement process, or other questions must be directed to Leann Kottwitz, Missouri Department of Transportation, P. O. Box 270, Jefferson City, Missouri, 65102, (573) 751-3685 (phone) or [Leann.Kottwitz@modot.mo.gov](mailto:Leann.Kottwitz@modot.mo.gov) (Email.) All written questions must be addressed to Leann Kottwitz no later than **10:00 a.m., Local Time, May 13, 2010**. Once all the questions are gathered, MoDOT will issue an addendum and post the responses to all questions on-line for vendors to retrieve. **It is anticipated this addendum will be issued May 20, 2010.** It is the sole responsibility for all Offerors to check the website for any and all addendums throughout the procurement process.

- (G) **RFP Schedule Of Events:** The following RFP Schedule of Events represents MoDOT's best estimate of the schedule that shall be followed. Unless otherwise specified, the time of day for the following events shall be between 7:00 am and 3:30 pm, Local Time.

MoDOT reserves the right at its sole discretion to expand this schedule, as it deems necessary, without any notification except for the deadline date for submitting a bid.

Event	Date	Time
MoDOT Issues RFP	May 4, 2010	2:00 pm
Deadline for Written Comments	May 13, 2010	10:00 am
Deadline for MoDOT Issuing Responses to Written Comments	May 20, 2010	2:00 pm
Deadline for Submitting a Proposal	June 1, 2010	2:00 pm
Recommendation of Award	June 15, 2010	2:00 pm
Contract Effective Date	July 1, 2010	10:00 am

**SECTION (2):  
SCOPE OF WORK**

- (A) **Services:** The Offeror shall provide the following professional services:

The Missouri Department of Transportation (MoDOT) seeks a third party administrator to provide turnkey drug and alcohol program services for a state-wide voluntary consortium of Missouri's small urban and rural transit providers. Such a program would need to be in place and operational no later than by July 1, 2010. The administration of the consortium would extend to the acquisition and coordination of all components of a fully regulatory compliant transit drug and alcohol program to include:

Administration of transit random testing consortium pool  
Alcohol testing  
Drug testing specimen collection  
Shipping of urine drug specimens  
Laboratory analysis of specimens by Department of Health and Human Services (DHHS) certified labs  
Medical Review Officer (MRO) services  
Substance Abuse Professional (SAP) services  
Training and training resources for transit agencies  
Interface with laboratories, MROs, SAPs, transit agencies and transit agency employees  
Oversight of all components of the drug and alcohol program for regulatory compliance  
Interface with MoDOT representatives with respect to contract performance

- (B) **Specific Requirements:** The Offeror will provide to the General Services Procurement Unit, one (1) original and five (5) copies of a program proposal which will include the following:

Third Party Management of FTA Compliant Drug and Alcohol Consortium Program

- I. Specimen Collection - Drugs:
  - a. Urine specimen collection kits provided for USDOT drug testing (5 panel)
  - b. Identify at least one collection site in each of Missouri's 114 counties
  - c. Where no viable collection site exists within a rural Missouri county, indicate for that county the location of the nearest collection site
  - d. Sites must be accessible during days and hours of transit agency operations as well as available for after-hours collections for post-accident and reasonable suspicion tests
  - e. Sites use standard USDOT custody and control forms
  - f. Collection site personnel trained in accordance with Part 40 requirements

- g. Sites to notify MoDOT when a Notice of Proposed Exclusion from USDOT as well as public interest exclusion (PIE) issued to collection site or individual collection site personnel
  - h. Copies made available of collectors' training and re-training documentation
- II. Specimen Collection – Alcohol:
- a. Breath alcohol testing conducted with National Highway Traffic Safety Administration (NHTSA) approved evidential breath testing (EBT)s
  - b. Identified sites that do drug testing must also provide USDOT alcohol testing
  - c. Sites must be accessible during days and hours of transit agency operations as well as available for after-hours collections for post-accident and reasonable suspicion tests
  - d. Sites must use standard USDOT alcohol testing forms
  - e. Copies made available that document breath alcohol technician (BAT)s trained in operation and calibration of EBTs
  - f. Copies of EBT maintenance and calibration records immediately available, upon request
  - g. Sites to notify MoDOT when a Notice of Proposed Exclusion from USDOT issued as well as PIE to collection site or individual collection site personnel
- III. Alternative Methods of Pre-Employment, Follow-up and Return-to-Duty Testing: In cases where the donor/employee has a medical condition that precludes them from providing a sufficient specimen for pre-employment, follow-up or return-to-duty testing, propose the processes, alternative testing methods and cost for compliance with 49 CFR 40.195.
- IV. Shipping of Urine Drug Specimens to DHHS Laboratory for Analysis
- V. Laboratory Testing – Urine Specimen USDOT Drug Testing
- a. Only Department of Health and Human Services (DHHS) approved laboratories used for USDOT required drug tests
  - b. Laboratory compliant in all aspects with 49 CFR Part 40
  - c. Notify MoDOT when a Notice of Proposed Exclusion from USDOT issued as well as PIE to the DHHS lab used to fulfill the requirements of this contract
  - d. Copy provided of DHHS approval and Federal Register listing of approved labs
- VI. Medical Review Officer (MRO) Services
- a. Reviews and reports test results as conducted by the DHHS approved laboratory
  - b. MRO activities compliant in all aspects with 49 CFR Part 40
  - c. Notify MoDOT when a Notice of Proposed Exclusion from USDOT issued as well as PIE to MRO or MRO staff
  - d. Copies provided of MROs current qualifications and training, and re-training
- VII. Third Party Manager Interface with MROs, Transit Agencies and Employees



- a. Interface with MROs
  - b. Interface with Transit Agency Designated Employer Reps (DERs)
  - c. Interface with Transit Agency Employees
  - d. Interface with MoDOT representatives with respect to contract performance
  - e. All third party manager interactions compliant with 49 CFR 40, Subpart Q
  - f. Notify MoDOT when a Notice of Proposed Exclusion from USDOT issued as well as PIE to Third Party Administrator/Manager
- VIII. Substance Abuse Professional (SAP) Services
- a. SAPs meet required qualifications as stated in 49 CFR Part 40 – Subpart O, as well as 49 CFR Part 655.52
  - b. Identify by name of individual, address and telephone number, the primary and back-up SAP in each of Missouri's 114 counties
  - c. Where no qualified SAPs practice in a rural county, indicate the location of the closest qualified primary SAPs and back-up SAPs to that Missouri county
  - d. Notify MoDOT when a Notice of Proposed Exclusion as well as PIE issued by USDOT to any SAP fulfilling responsibilities under this contract
  - e. Copies made available of current SAPs qualification credentials and training
- IX. Training and Training Resources for Transit Agency Staff including (49 CFR Parts 40 & 655)
- a. Newly hired transit safety sensitive employees training on drug abuse and testing requirements
  - b. Transit supervisors conducting reasonable suspicion and post-accident testing determinations
  - c. Designated Employer Representatives (DER) responsibilities
  - d. Employer record keeping and record retention responsibilities
- X. Third Party Manager Administers Transit Random Testing Consortia (Part 655.45)
- a. Quarterly draws for drug testing and alcohol testing
    - i. 25% random rate for drugs, or required FTA percentage
    - ii. 10% random rate for alcohol, or required FTA percentage
  - b. Use of unique identifying employee numbers, not necessarily just social security numbers
  - c. Provides documentation on methodology of random selection process used
  - d. Notifies, preferably via the Internet, each transit system DER of draws at the beginning of each quarter
  - e. Updates random pool listing with info provided by DERs
  - f. Performs interim draws when tests cannot be performed (employee resigns or is not at work for entire quarter)
  - g. Provides to DERs the results of tests, preferably through a secure Internet site
  - h. Promptly pays all program services sub-contractors within 30 days of invoice
  - i. Maintains statistics and prepare reports on transit consortium pool

- XI. Third Party Manager Oversight of Components of Drug and Alcohol Program
- a. Compliance inspections (on-site) of drug and alcohol program collection sites and personnel
  - b. Compliance inspections of DHHS laboratories used in contract
  - c. Blind sample testing when consortia has at least 2,000 safety-sensitive employees in the consortium pool
  - d. Compliance inspection of Medical Review Officer requirements
  - e. Compliance inspection of Substance Abuse Professional requirements
  - f. Compliance inspection of individual Transit Agency responsibilities:
    - i. All Part 40 and Part 655 required employer record keeping and records retention
    - ii. Employee hiring (test results from prior employers)
    - iii. Employee training (new hire and supervisor)
    - iv. Transit agency substance abuse program policy – Part 655, Subpart B
    - v. Documentation for employer actions listed in 49 CFR 40.29
    - vi. Employer monitoring of cancelled tests
    - vii. Maintenance of confidentiality

**(C) Administration of Program:** The Offeror will consult MHTC's representative regarding any problems involved with the administration of the services provided pursuant to this RFP.

### SECTION (3): AGREEMENT REQUIREMENTS

This RFP shall be governed by the following contract provisions. The award of this RFP is subject to a post-award negotiated contract. These same contract provisions will appear in the post-award negotiated contract. If the parties are unable to agree to terms in the post-award contract, MHTC shall reserve the right to cancel the award of the RFP and contract and select a different offeror.

- (A) **MHTC's Representative:** MoDOT's Multimodal Operations Director is designated as MHTC's representative for the purpose of administering the provisions of the Agreement as defined in Paragraph (E) of this section. MHTC's representative may designate by written notice other persons having the authority to act on behalf of MHTC in furtherance of the performance of the Agreement. The Offeror shall fully coordinate its activities for MHTC with those of the Transit Section, Multimodal Operations Division. As the work of the Offeror progresses, advice and information on matters covered by the Agreement shall be made available by the Offeror to the Transit Section, Multimodal Operations Division throughout the effective period of the Agreement.
- (B) **Release to Public:** No material or reports prepared by the Offeror shall be released to the public without the prior consent of MHTC's representative.
- (C) **Assignment:** The Offeror shall not assign or delegate any interest, and shall not transfer any interest in the services to be provided (whether by assignment, delegation, or novation) without the prior written consent of MHTC's representative.
- (D) **Status as Independent Contractor:** The Offeror represents itself to be an independent contractor offering such services to the general public and shall not represent itself or its employees to be an employee of MHTC or MoDOT. Therefore, the Offeror shall assume all legal and financial responsibility for taxes, FICA, employee fringe benefits, workers' compensation, employee insurance, minimum wage requirements, overtime, or other such benefits or obligations.
- (E) **Components of Agreement:** The Agreement between MHTC and the Offeror shall consist of: the RFP and any written amendments thereto, the Standard Solicitation Provisions and General Terms and Conditions that are attached to this RFP, the proposal submitted by the Offeror in the response to the RFP and the post-award contract agreement signed between the parties. However, MHTC reserves the right to clarify any relationship in writing and such written clarification shall govern in case of conflict with the applicable requirements stated in the RFP or the Offeror's proposal. The Offeror is cautioned that its proposal shall be subject to acceptance by MHTC without further clarification.

- (F) **Amendments:** Any change in the Agreement, whether by modification or supplementation, must be accompanied by a formal contract amendment signed and approved by the duly authorized representative of the Offeror and MHTC.
- (G) **DBE/WBE Participation Encouraged:**
1. Bidders are encouraged to submit copies of existing affirmative action programs, if any. Bidders are also encouraged to directly hire minorities and women as direct employees of the bidder. MHTC reserves the right to consider the use of minority and female employee when making the award of the Agreement.
  2. Regardless of which persons or firms, if any, that the Offeror may use as subcontractors, subofferors, or suppliers of goods or services for the services to be provided, the Offeror ultimately remains responsible and liable to MHTC for the complete, accurate and professional quality/performance of these services.
- (H) **Nondiscrimination:** The Offeror shall comply with all state and federal statutes applicable to the Offeror relating to nondiscrimination, including, but not limited to, Chapter 213, RSMo; Title VI and Title VII of Civil Rights Act of 1964 as amended (42 U.S.C. Sections 2000d and 2000e, *et seq.*); and with any provision of the "Americans with Disabilities Act" (42 U.S.C. Section 12101, *et seq.*).
- (I) **Executive Order:** The Offeror shall comply with all the provisions of Executive Order 07-13, issued by the Honorable Matt Blunt, Governor of Missouri, on the sixth (6<sup>th</sup>) day of March, 2007. This Executive Order, which promulgates the State of Missouri's position to not tolerate persons who contract with the state engaging in or supporting illegal activities of employing individuals who are not eligible to work in the United States, is incorporated herein by reference and made a part of this Agreement.
1. By signing this Agreement, the Offeror hereby certifies that any employee of the Offeror assigned to perform services under the contract is eligible and authorized to work in the United States in compliance with federal law.
  2. In the event the Offeror fails to comply with the provisions of the Executive Order 07-13, or in the event the Commission has reasonable cause to believe that the Offeror has knowingly employed individuals who are not eligible to work in the United States in violation of federal law, the Commission reserves the right to impose such contract sanctions as it may determine to be appropriate, including but not limited to contract cancellation, termination or suspension in whole or in part or both.
- (J) **Incorporation of Provisions:** The Offeror shall include the provisions of Section (3), paragraph I of this Agreement in every subcontract. The Offeror shall take such action with respect to any subcontract as the Commission may direct as a means of enforcing such provisions, including sanctions for noncompliance.

**(K) Non-employment of Unauthorized Aliens:** Pursuant to Section 285.530, RSMo., no business entity or employer shall knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the State of Missouri. As a condition for the award of any contract or grant in excess of five thousand dollars by the State or by any political subdivision of the State to a business entity, or for any business entity receiving a state-administered or subsidized tax credit, tax abatement, or loan from the state, the business entity shall:

1. By sworn affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services. E-Verify is an example of a federal work authorization program. The business entity must affirm its enrollment and participation in the E-Verify federal work authorization program with respect to the employees proposed to work in connection with the services requested herein by providing acceptable enrollment and participation documentation consisting of **completed** copy of the E-Verify Memorandum of Understanding (MOU). For business entities that are not already enrolled and participating in a federal work authorization program, E-Verify is available at [http://www.dhs.gov/xprevprot/programs/gc\\_1185221678150.shtm](http://www.dhs.gov/xprevprot/programs/gc_1185221678150.shtm).
2. By sworn affidavit, affirm that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services. A copy of the affidavit referenced herein is provided within this document, attached as Exhibit C.

**(L) Proof of Lawful Presence For Sole Proprietorships and Partnerships:** If the business entity is a sole proprietorship or partnership, pursuant to Section 208.009, RSMo., each sole proprietor and each general partner shall provide affirmative proof of lawful presence in the United States. Such sole proprietorship or partnership is eligible for temporary public benefits upon submission by each sole proprietor and general partner of a sworn affidavit of his/her lawful presence on the United States until such lawful presence is affirmatively determined, or as otherwise provided by Section 208.009, RSMo. A copy of the affidavit reference herein is provided within this document, attached as Exhibit D.

**(M) Bankruptcy:** Upon filing for any bankruptcy or insolvency proceeding by or against the Offeror, whether voluntarily, or upon the appointment of a receiver, Offeror, or assignee, for the benefit of creditors, MHTC reserves the right and sole discretion to either cancel the Agreement or affirm the Agreement and hold the Offeror responsible for damages.

**(N) Law of Missouri to Govern:** The Agreement shall be construed according to the laws of the state of Missouri. The Offeror shall comply with all local, state and federal laws and regulations relating to the performance of the Agreement.

- (O) **Cancellation:** MHTC may cancel the Agreement at any time by providing the Offeror with written notice of cancellation. Should MHTC exercise its right to cancel the Agreement for such reasons, cancellation will become effective upon the date specified in the notice of cancellation sent to the Offeror.
- (P) **Venue:** No action may be brought by either party concerning any matter, thing or dispute arising out of or relating to the terms, performance, nonperformance or otherwise of the Agreement except in the Circuit Court of Cole County, Missouri. The parties agree that the Agreement is entered into at Jefferson City, Missouri, and substantial elements of its performance will take place at or be delivered to Jefferson City, Missouri, by reason of which the Offeror consents to venue of any action against it in Cole County, Missouri.
- (Q) **Ownership of Reports:** All documents, reports, exhibits, etc. produced by the Offeror at the direction of MHTC's representative and information supplied by MHTC's representative shall remain the property of MHTC.
- (R) **Confidentiality:** The Offeror shall not disclose to third parties confidential factual matters provided by MHTC's representative except as may be required by statute, ordinance, or order of court, or as authorized by MHTC's representative. The Offeror shall notify MHTC immediately of any request for such information.
- (S) **Nonsolicitation:** The Offeror warrants that it has not employed or retained any company or person, other than a bona fide employee working for the Offeror, to solicit or secure the Agreement, and that it has not paid or agreed to pay any percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of the Agreement. For breach or violation of this warranty, MHTC shall have the right to annul the Agreement without liability, or in its discretion, to deduct from the Agreement price or consideration, or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.
- (T) **Conflict of Interest:** The Offeror covenants that it presently has no actual conflict of interest or appearance of conflict of interest and shall not acquire any interest, directly or indirectly, which would conflict in any manner or degree with the performance of the services under this Agreement. The Offeror further covenants that no person having any such known interest shall be employed or conveyed an interest, directly or indirectly, in this Agreement.
- (U) **Maintain Papers:** The Offeror must maintain all working papers and records relating to the Agreement. These records must be made available at all reasonable times at no charge to MHTC and/or the Missouri State Auditor during the term of the Agreement and any extension thereof, and for three (3) years from the date of final payment made under the Agreement.

1. MHTC's representative shall have the right to reproduce and/or use any products derived from the Offeror's work without payment of any royalties, fees, etc.
  2. MHTC's representative shall at all times have the right to audit any and all records pertaining to the services.
- (V) **Indemnification:** The Offeror shall defend, indemnify and hold harmless the Commission, including its members and department employees, from any claim or liability whether based on a claim for damages to real or personal property or to a person for any matter relating to or arising out of the Offeror's performance of its obligations under this Agreement.

(W) **Applicable FTA Procurement Terms & Conditions**

No Federal Government Obligations to Third Parties: The Offeror agrees that, absent the Federal Government's express written consent, the Federal Government shall not be subject to any obligations or liabilities to any sub-recipient, any third party Offeror, or any other person not a party to the or Cooperative Agreement in connection with the performance of the contract. Notwithstanding that the Federal Government may have concurred in or approved any solicitation, sub-agreement, or third party contract, the Federal Government has no obligations or liabilities to any party, including any grant sub-recipient or any third party Offeror.

False or Fraudulent Statements or Claims: The Offeror acknowledges and agrees that: (1) The Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. Section 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies, " 49 C.F.R. Part 31, apply to its activities in connection with the grant funded project and this procurement. Accordingly, by executing the contract, the Offeror certifies or affirms the truthfulness and accuracy of each statement it has made, it makes, or it may make in connection with this procurement. In addition to other penalties that may apply, the Offeror also acknowledges that if it makes a false, fictitious, or fraudulent claim, statement, submission, or certification to MoDOT and/or the Federal Government, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986, as amended, on the Offeror to the extent the Federal Government deems appropriate.

(2). If the Offeror makes a false, fictitious, or fraudulent claim, statement, submission, certification, assurance, or representation to the Federal Government or includes such a statement in any agreement with the Federal Government in connection with a project authorized under 49 U.S.C. Section 53 or any other Federal law, the Federal Government reserves the right to impose on the Offeror the penalties of 49 U.S.C. Section 5323(1), 18 U.S.C. Section 1001, or other applicable Federal law to the extent the Federal Government deems appropriate.

Access to Third Party Contract Records: The Offeror agrees to provide to the U.S. Secretary of Transportation and the Comptroller General of the United States, or their duly authorized representatives, access to all records as requested to conduct audits and inspections related to any

contracts that have not been awarded on the basis of competitive bidding for a capital or improvement Project, as required by 49 U.S.C. section 5325 (a). The Offeror further agrees to provide sufficient access to procurement records as needed for compliance with Federal regulations or to assure proper Project management as determined by FTA.

Federal Laws and Regulations: Federal law or laws authorizing project grant approval control federally funded projects. The Offeror acknowledges that Federal laws, regulations, policies, and related administrative practices applicable to the grant funded project on the date the authorized FTA official signs the agreement may be modified from time to time. In particular, new Federal laws, regulations, policies, and administrative practices may be promulgated after the date the Offeror executes the Agreement and might apply to that Agreement. The Offeror agrees that the most recent of such Federal requirements will govern the administration of the grant funded Project at any particular time, unless FTA issues a written determination otherwise. FTA's written determination may be issued as a Special Condition, Requirement, or Provision or Condition of Award within the Agreement, a change to an FTA directive, or a letter signed by the Federal Transit Administrator, the language of which modifies or otherwise conditions the text of a specific provision to the grant Master Agreement. To accommodate changing federal requirements, the Offeror is notified that Federal requirements may change and the changed requirements will apply to the grant funded project and procurement as required, unless the Federal Government determines otherwise.

Civil Rights: The Offeror agrees to comply with all applicable civil rights statutes and implementing regulations including, but not limited to, the following:

Nondiscrimination in Federal Transit Programs. The Offeror agrees to comply, and assures the compliance of each sub-Offeror at any tier under this grant funded procurement, with the provisions of 49 U.S.C. section 5332, which prohibits discrimination on the basis of race, color, creed, national origin, sex, or age and prohibits discrimination in employment or business opportunity.

Nondiscrimination - - Title VI of the Civil Rights Act. The Offeror agrees to comply with the requirements prohibiting discrimination on the basis of race, color, or national origin of Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. section 2000d et seq., and U.S. DOT regulations, "Nondiscrimination in Federally-Assisted Programs of the Department of Transportation - - Effectuation of Title VI of the Civil Rights Act, "49 C.F.R. Part 21, and any implementing requirements the FTA may issue.

Equal Employment Opportunity. The Offeror agrees to comply with all requirements of Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. section 2000e, and 49 U.S.C. sections 5332 and any implementing requirements FTA may issue. Those equal employment opportunity (EEO) requirements include by are not limited to, the following:

General Requirements. The Offeror agrees as follows:



The Offeror agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, sex, disability, age, or national origin. The Offeror agrees to take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, creed, sex, disability, age, or national origin. Such action shall include, but not be limited to, employment, upgrading, demotion or transfer, recruitment, or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Offeror also agrees to comply with any implementing requirements FTA may issue.

Nondiscrimination on the Basis of Sex. The Offeror agrees to comply with all applicable requirements of Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. sections 1681 et seq., with implementing U.S. DOT regulations, "Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance," 49 C.F.R. Part 25, and with any implementing directives that U.S. DOT or FTA may promulgate, which prohibit discrimination on the basis of sex.

Nondiscrimination on Basis of Age. The Offeror agrees to comply with all applicable requirements of the Age Discrimination Act of 1975, as amended, 42 U.S.C. sections 6101 et seq., and implementing regulations, which prohibit employment and other discrimination against individuals on the basis of age.

Access Requirements for Persons with Disabilities. The Offeror agrees to comply with all applicable requirements of section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. section 794, which prohibits discrimination on the basis of handicaps, with the Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. section 12101 et seq., which requires that accessible facilities and services be made available to persons with disabilities, including any subsequent amendments to that Act, and with the Architectural Barriers Act of 1968, as amended, 42 U.S.C. sections 4151 et seq., which requires that buildings and public accommodations be accessible to persons with disabilities, including any subsequent amendments to that ACT. In addition, the Offeror agrees to comply with all applicable requirements of the following regulations and any subsequent amendments thereto:

- (1) U.S. DOT regulations, "Transportation Services for Individuals with Disabilities (ADA)," 49 C.F.R. Part 37;
- (2) U.S. DOT regulations, "Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance", 49 C.F.R. Part 27;
- (3) Joint U.S. Architectural and transportation Barriers Compliance Board (U.S. ATBCB)/U.S. DOT regulations, "Americans with Disabilities (ADA) Accessibility Specifications for Transportation Vehicles," 36 C.F.R. Part 1192 and 49 C.F.R. Part 38;

- (4) U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability in State and Local Government Services," 28 C.F.R. Part 35;
- (5) U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities," 28 C.F.R. Part 36;
- (6) U.S. General Services Administration (U.S. GSA) regulations, "Accommodations for the Physically Handicapped," 41 C.F.R. Subpart 101-19;
- (7) U.S. Equal Employment Opportunity Commission. "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630;
- (8) U.S. Federal Communications Commission regulations, "Telecommunications Relay Services and Related Customer Premises Equipment for the Hearing and Speech Disabled," 47 C.F.R. Part 64, Subpart F;
- (9) U.S. ATBCB regulations, "Electronic and Information Technology Accessibility Standards," 36 C.F.R. Part 1194;
- (10) FTA regulations, "Transportation for Elderly and Handicapped Persons," 49 C.F.R. Part 609; and
- (11) Any implementing requirements FTA may issue.

Drug or Alcohol Abuse -- Confidentiality and Other Civil Rights Protections. The Offeror agrees to comply with the confidentiality and other civil rights protections of the Drug Abuse Prevention, Treatment and Rehabilitation Act, as amended, 21 U.S.C. Sections 1101 et seq., to the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, as amended, 42 U.S.C. Sections 4541 et seq., and to the Public Health Service Act, as amended, 42 U.S.C. sections 290-dd1 and 290-dd2.

Access to Services for Persons with Limited English Proficiency. The Offeror agrees to comply with Executive Order No. 13166, "Improving Access to Services for Persons with Limited English Proficiency," 42 U.S.C. section 2000d-1 note, and U.S. DOT Notice, "DOT Guidance to Recipients on Special Language Services to Limited English Proficient (LEP) Beneficiaries," 66 Federal Register 6733 et seq., January 22, 2001.

Environmental Justice. The Offeror agrees to comply with the policies of Executive Order No. 12898, "Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations," 42 U.S.C. section 4321 note.

Other Nondiscrimination Statutes. The Offeror agrees to comply with all applicable requirements of any other nondiscrimination statute(s) that may apply to this contract.

Cargo Preference - - Use of United States – Flag Vessels. The Offeror agrees to comply with U.S. Maritime Administration regulations, “Cargo Preference - - U.S.-Flag Vessels,” 46 C.F.R. Part 381, to the extent those regulations apply to the contract.

Fly America. The Offeror understands and agrees that MoDOT and the Federal Government will not participate in the costs of international air transportation of any persons involved in or property acquired for the contract unless that air transportation is provided by U.S.-flag air carriers to the extent service by U.S.-flag air carriers is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974, as amended, 49 U.S.C. section 40118, and with U.S. GSA regulations, “Use of United States Flag Air Carriers,” 41 C.F.R. sections 301-10.121 through 301-10.143.

Employee Protections - Non-construction. The Contractor agrees to comply with the employee protection requirements for non-construction employees of the Contract Work Hours and Safety Standards Act, as amended, 40 USC Section 37, in particular with the wage and hour requirements of Section 102 of that Act at 40 USC Section 3702, and with implementing US DOL regulations, "Labor Standards Provisions Applicable to Contracts Governing Federal Financed and Assisted Construction (also Labor Standards Provisions Applicable to Non-construction Contracts Subject to the Contract Work House and Safety Standards Act)," 29 CFR Part 5.

Energy Conservation. The Offeror agrees to comply with the mandatory energy efficiency standards and policies within the applicable State energy conservation plans issued in compliance with the Energy Policy and Conservation Act, 42 U.S.C sections 6321 et seq.

Preference for Recycled Products. To the extent applicable, the Offeror agrees to comply with U.S. EPA regulations, “Comprehensive Procurement Guidelines for Products Containing Recovered Materials,” 40 C.F.R. Part 247, implementing section 6062 of the Resource Conservation and Recovery Act, as amended, 42 U.S.C. section 6962, and otherwise provide a competitive preference for products and services that conserve natural resources and protect the environment and are energy efficient.

**SECTION (4):  
PROPOSAL SUBMISSION INFORMATION**

**(A) SUBMISSION OF PROPOSALS**

1. **Pricing and Signature:** Proposals should be priced, signed and returned (with necessary attachments) to Ms. Leann Kottwitz, as provided in this RFP. Specifically, any form containing a signature line in this RFP and any amendments, pricing pages, etc., must be manually signed and returned as part of the proposal.
2. **Submission of All Data Required:** The Offeror must respond to this RFP by submitting all data required in paragraph (B) below for its proposal to be evaluated and considered for award. Failure to submit such data shall be deemed sufficient cause for disqualification of a proposal from further consideration.
3. **Public Inspection:** The Offeror is hereby advised that all proposals and the information contained in or related thereto shall be open to public inspection and that MHTC does not guarantee nor assume any responsibility whatsoever in the event that such information is used or copied by individual person(s) or organization. Therefore, the Offeror must submit its proposal based on such conditions without reservations.

**(B) REQUIRED ELEMENTS OF PROPOSAL**

1. **Conformance to Requirements** – Conformance to technical and regulatory requirements set forth in the RFP documents. Detail how your organization will comply with the specifications listed in the Scope of Work, along with relationships and working partnerships with subcontractors.
2. **Overall Quality and Clarity of Proposal** - Proposals should be complete, easy to follow and read. We expect some background information; however, marketing materials shall be limited. Proposals shall clearly identify processes and procedures which directly relate to this specific RFP and its scope of service.
3. **Experience, Expertise and Reliability** - Experience and reliability of the Offeror's organization is considered in the evaluation process. Therefore, the Offeror is advised to submit any information which documents successful and reliable experience in past performances, especially those performances related to previous with coordinating and administering FTA compliant drug and alcohol programs.

- (a) The Offeror should provide the following information related to previous and current contracts which are considered identical or similar to the requirements of this RFP.
    - 1. Name, address and telephone number of contracting agency and a contact person who may be contacted for verification of all data submitted.
    - 2. Dates of the Contract.
    - 3. A brief, written description of the specific prior services performed and requirements thereof.
  - (b) The qualifications (expertise) of the personnel proposed by the Offeror to perform the requirements of the RFP will be considered in the evaluation. Therefore, the Offeror should submit detailed information related to the expertise and qualification of the staff proposed.
  - (c) The Offeror should provide a resume including referenced detailing educational qualifications and previous work assignments as they may relate to this RFP for key personnel to be assigned to the project.
  - (d) If the staff is not yet hired, the Offeror should provide:
    - 1. detailed descriptions of the required employment qualifications, and
    - 2. detailed job descriptions of the positions to be filled, including the type of individuals proposed to be hired.
4. **Proposed Method of Performance to Acquire** - Proposed methods to acquire state-wide: alcohol and drug testing collection sites, shippers for urine drug specimens, DHHS laboratories, MRO services, third-party administration services, SAP services as well as training for consortium employees.
5. **Proposed Method of Performance to Oversee** - Proposed methods to oversee training, collections, shipping, laboratory testing, on-site compliance inspection, medical review officer (MRO) services, substance abuse professional (SAP) services as well as administrative record keeping and reporting by consortium members.

6. **Cost, Fees & Expenses** - The objective evaluation of cost shall be conducted based upon a total annual amount for all services. The cost will be calculated by using items A, B and C on the Fee Schedule of the Pricing Page.

- (a) Cost points shall be determined using a scale of 5 possible points and the following formula:

$$\frac{\text{Lowest Responsive Price}}{\text{Compared Price}} \times 5 = \text{Cost score points}$$

7. **Historic Information:** MHTC reserves the right to consider historic information and facts, whether gained from the Offeror's proposal, question and answer conferences, references, or other sources, in the evaluation process.

#### (C) EVALUATION CRITERIA AND PROCESS

1. **Evaluation Factors:** Any agreement for services resulting from this RFP shall be awarded to the Offeror providing the best proposal to MHTC. After determining responsiveness, proposals will be evaluated in accordance with the following criteria:

(A)	Conformance to Requirements	25 pts. Maximum
(B)	Overall Quality & Clarity of Proposal	25 pts. Maximum
(C)	Experience, Expertise & Reliability	20 pts. Maximum
(D)	Proposed Method of Performance to Acquire	15 pts. Maximum
(E)	Proposed Method of Performance to Oversee	10 pts. Maximum
(F)	Cost, Fees & Expenses	5 pts. Maximum

2. **Responsibility to Submit Information:** The Offeror is cautioned that it is the Offeror's sole responsibility to submit information related to the evaluation categories and that MHTC's representative is under no obligation to solicit such information if it is not included with the Offeror's proposal. Failure of the Offeror to submit such information may cause an adverse impact on the evaluation of the Offeror's proposal.

#### (D) PRICING

1. **Fee Schedule:** The Offeror must submit a proposed fee for all services defined in the Scope of Work. This fee must be shown on Section (5), Price Page, of this proposal which must be completed, signed and returned with the Offeror's proposal.

**SECTION (5):  
PRICE PAGE**

- (A) **FEE SCHEDULE:** The Offeror shall indicate below all fees for providing services in accordance with the provisions and requirements stated herein. Any applicable cap on out-of-pocket expense also should be noted. Prices must be per unit of measure listed below.

	<u>Original Contract</u>	<u>1<sup>st</sup> Renewal</u>	<u>2<sup>nd</sup> Renewal</u>
A. 5-panel USDOT drug test including collection kits, collection, shipment, DHHS lab analysis, MRO review, reporting and third-party administration	\$ _____	\$ _____	\$ _____
B. USDOT Alcohol test and reporting	\$ _____	\$ _____	\$ _____
C. Quarterly draws for random drug and alcohol testing	\$ _____	\$ _____	\$ _____
D. Substance Abuse Professional (SAP) services, per visit	\$ _____	\$ _____	\$ _____

- (B) **EXPENSES:** List the nature of expenses for which reimbursement would be sought and the estimated amount of such expenses.

Expenses	<u>Estimated Amount</u>		
	<u>Original Contract</u>	<u>1<sup>st</sup> Renewal</u>	<u>2<sup>nd</sup> Renewal</u>
Split sample drug testing	\$ _____	\$ _____	\$ _____
Blind sample testing	\$ _____	\$ _____	\$ _____
Transit employee training	\$ _____	\$ _____	\$ _____
MRO testimony at proceedings	\$ _____	\$ _____	\$ _____
On-site compliance inspections	\$ _____	\$ _____	\$ _____
Copies of certifications, training records and other credentials to transit systems	\$ _____	\$ _____	\$ _____
Alternative Testing Methods	\$ _____	\$ _____	\$ _____
Miscellaneous (list-attach additional sheet if needed)	\$ _____	\$ _____	\$ _____

\_\_\_\_\_  
(Signature/Title)

\_\_\_\_\_  
(Date)

**EXHIBIT A**  
**FIRM'S PRIOR EXPERIENCE**

*(Duplicate this page, or supply the information it requests, for each Firm and contract listed.)*

**PRIOR SERVICES PERFORMED FOR:**

AGENCY NAME \_\_\_\_\_

CONTACT  
PERSON \_\_\_\_\_ TITLE \_\_\_\_\_

ADDRESS \_\_\_\_\_

CITY \_\_\_\_\_ STATE \_\_\_\_\_ ZIP \_\_\_\_\_

TELEPHONE \_\_\_\_\_ FAX NUMBER \_\_\_\_\_

E-MAIL ADDRESS \_\_\_\_\_

DESCRIPTION OF PROFESSIONAL SERVICES CONTRACT: \_\_\_\_\_

\_\_\_\_\_

CONTRACT PERIOD: FROM \_\_\_\_\_ TO \_\_\_\_\_

**SUMMARY OF SERVICES PERFORMED:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



**EXHIBIT B**  
**PROFESSIONAL AND ADMINISTRATIVE STAFF**

**BACKGROUND AND EXPERTISE**

*(Duplicate this page, or supply the information it requests, for each professional and administrative staff member who will be assigned to perform or supervise work under the Agreement.)*

STAFF MEMBER

\_\_\_\_\_  
(Name) (Title or Position)

Specific Role in this Contract Work: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

Experience/Previous Related Work Assignments: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Educational Qualifications: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Previous Government Experience: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

References:

Name	Title	Address	Telephone
1.			
2.			
3.			

STATE OF \_\_\_\_\_ )  
 ) ss  
COUNTY OF \_\_\_\_\_ )

- I, the Affiant, acknowledge that I am signing this affidavit as a free act and deed of the aforementioned business entity and not under duress.

*[documentation of enrollment/participation in a federal work authorization program attached]*

**EXHIBIT D**  
**APPLICANT AFFIDAVIT FOR SOLE-PROPRIETORSHIP OR PARTNERSHIP**  
(a separate affidavit is required for each owner and general partner)

STATE OF \_\_\_\_\_ )  
 ) ss  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me appeared \_\_\_\_\_, personally known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instruments, who being by me duly sworn, deposed as follows:

My name is \_\_\_\_\_, and I am of sound mind, capable of making this affidavit, and personally certify the facts herein stated, as required by Section 208.009, RSMo, for failure to provide affirmative proof of lawful presence in the United States of America:

I am the \_\_\_\_\_ of \_\_\_\_\_, which is applying for a public benefit (grant, contract, and/or loan) administered/provided by the Missouri Highways and Transportation Commission (MHTC), acting by and through the Missouri Department of Transportation (MoDOT).

I am classified by the United States of America as: (check the applicable box)

☐ a United States citizen. ☐ an alien lawfully admitted for permanent residence.

I am aware that Missouri law provides that any person who obtains any public benefit by means of a willfully false statement or representation, or by willful concealment or failure to report any fact or event required to be reported, or by other fraudulent device, shall be guilty of the crime of stealing pursuant to Section 570.030, RSMo, which is a Class C felony for stolen public benefits valued between \$500 and \$25,000 (punishable by a term of imprisonment not to exceed 7 years and/or a fine not more than \$5,000 – Sections 558.011 and 560.011, RSMo), and is a Class B felony for stolen public benefits valued at \$25,000 or more (punishable by a term of imprisonment not less than 5 years and not to exceed 15 years – Section 558.011, RSMo).

I recognize that, upon proper submission of this sworn affidavit, I will only be eligible for temporary public benefits until such time as my lawful presence in the United States is determined, or as otherwise provided by Section 208.009, RSMo.

I understand that Missouri law requires MHTC/MoDOT to provide assistance in obtaining appropriate documentation to prove citizenship or lawful presence in the United States, and I agree to submit any requests for such assistance to MHTC/MoDOT in writing.

I acknowledge that I am signing this affidavit as a free act and deed and not under duress.

\_\_\_\_\_  
Affiant Signature

\_\_\_\_\_  
Affiant's Social Security Number or  
Applicable Federal Identification Number

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Notary Public

My commission expires: